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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

REPLICA

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ONE 2014 NISSAN QUEST,  
CALIFORNIA LICENSE 7EGR908,  
VIN: JN8AE2KP4E9107149,  
ITS TOOLS AND APPURTENANCES,

Defendant.

Case No. 14cv2242-WQH (BLM)

ORDER APPROVING JOINT MOTION  
AND JUDGMENT OF FORFEITURE

Having reviewed the Joint Motion Resolving Forfeiture  
of Defendant ONE 2014 NISSAN QUEST, CALIFORNIA LICENSE  
7EGR908 VIN: JN8AE2KP4E9107149, ITS TOOLS AND APPURTENANCES  
("defendant 2014 NISSAN QUEST") and good cause appearing  
therefor,

IT IS HEREBY ORDERED, ADJUDGED and DECREED:

1. The Joint Motion is approved;

2. On or before November 14, 2014 at 12:00 PST,  
claimant Erica Becerra shall pay to the United States a  
total of \$14,585.00 (fourteen thousand five hundred eighty-  
five dollars) in U.S. dollars to settle this case. The  
\$14,585.00 shall be condemned and forfeited to the

1 United States in lieu of the direct forfeiture of the  
2 defendant 2014 NISSAN QUEST pursuant to Title 8,  
3 United States Code §1324(b).

4 3. Claimant Erica Becerra's payment of \$14,585.00 to  
5 the United States shall be made as follows: The \$14,585.00  
6 shall be paid by claimant Erica Becerra to the United  
7 States in the form of a cashier's check, made payable to  
8 U.S. Customs and Border Protection on or before 12:00 PST  
9 on November 14, 2014.

10 4. If the claimant Erica Becerra fails to timely pay  
11 the \$14,585.00 as provided in paragraph 3 above, the United  
12 States may apply *ex parte* to the Court for an order of  
13 forfeiture as to the defendant 2014 NISSAN QUEST.

14 5. Upon full and timely payment by claimant Erica  
15 Becerra of the \$14,585.00 to the United States, plaintiff  
16 shall release and return the defendant 2014 NISSAN QUEST to  
17 claimant Erica Becerra or her authorized agent.

18 6. Any and all costs accrued as a result of the  
19 storage and maintenance of the defendant 2014 NISSAN QUEST  
20 from April 30, 2014 until noon on November 14, 2014 shall  
21 be borne by plaintiff United States.

22 7. Any and all costs accrued as a result of the  
23 storage and maintenance of the defendant 2014 NISSAN QUEST  
24 after 12:00 PST on November 14, 2014 until claimant Erica  
25 Becerra or her authorized agent retrieves the defendant  
26 2014 NISSAN QUEST from the United States shall be borne by  
27 claimant Erica Becerra and must be paid by her directly to  
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1 U.S. Customs and Border Protection prior to being allowed  
2 to take possession of the 2014 NISSAN QUEST.

3 8. Claimant Erica Becerra has agreed to accept the  
4 defendant 2014 NISSAN QUEST in "as is" condition. Under no  
5 circumstances will plaintiff United States be liable to  
6 claimant Erica Becerra, or any other party, for the  
7 condition or costs of repair and replacement of missing or  
8 broken components of the defendant 2014 NISSAN QUEST.

9 9. Any costs incurred by the United States on and  
10 between the dates of April 30, 2014 and noon on November  
11 14, 2014 incident to the seizure, custody, and forfeiture  
12 of the defendant 2014 NISSAN QUEST shall be borne by the  
13 United States.

14 10. Claimant Erica Becerra has agreed that by entering  
15 into this stipulation, she has not "substantially  
16 prevailed" within the meaning of Title 28, United States  
17 Code, Section 2465.

18 11. The person or persons who made the seizure or the  
19 prosecutor shall not be liable to suit or judgment on  
20 account of such seizure in accordance with Title 28,  
21 United States Code, Section 2465.

22 12. Claimant Erica Becerra has warranted and  
23 represented as a material fact that she is the sole owner  
24 of the defendant 2014 NISSAN QUEST and further has  
25 warranted and represented that no other person or entity  
26 has any right, claim or interest in the defendant 2014  
27 NISSAN QUEST, and that she will defend and indemnify the  
28 United States against any and all claims made against it on

1 account of the seizure and forfeiture of the defendant 2014  
2 NISSAN QUEST.

3 13. The terms of this settlement do not affect the tax  
4 obligations, fines, penalties, or any other monetary  
5 obligations claimant Erica Becerra may owe to the  
6 United States.

7 14. The parties to this settlement agree that each will  
8 bear their own attorney's fees and costs.

9 15. Claimant Erica Becerra, her agents, employees, or  
10 assigns, shall hold and save harmless the United States of  
11 America, its agents and employees, from any and all claims  
12 which might result from the seizure of the defendant 2014  
13 NISSAN QUEST.

14 16. The United States is entitled to judgment on its  
15 Complaint For Forfeiture. Let judgment be  
16 entered accordingly.

17 DATED: 10/31/14

18   
19 HON. WILLIAM Q. HAYES  
20 UNITED STATES DISTRICT COURT

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